

Prepared by:
Renasant Bank
Attn: Carrah Grandl
P. O. Box 709
Tupelo MS 38802
(877)367-5371

Return to:
Renasant Bank
Attn: Loan Operations Department
P. O. Box 709
Tupelo, MS 38802
(877)367-5371

NOTICE TO CLERK: Please note the recording of this Modification on the margin of the Deed of Trust referenced in Paragraph A below.

INDEXING INSTRUCTIONS: The real property described herein is situated as follows:

quarter of Section 3, Township 3,
Range 7 WEST of the 1st Judicial District of Desoto County, Mississippi.

MODIFICATION OF DEED OF TRUST
("Modification")

This Modification of Deed of Trust ("Modification") is entered into by and between LAMB CONSTRUCTION AND EQUIPMENT SERVICE, LLC, as Debtor(s) (individually and collectively the "Debtor") and Renasant Bank, as Beneficiary ("Beneficiary"), for the purpose of modifying a certain deed of trust referenced in Paragraph A below.

RECITALS: The undersigned hereby acknowledge the accuracy of the following recitals which are contractual and made a part of this Modification:

A. Debtor executed a Deed of Trust for the benefit of Beneficiary, dated 9/16/2005, and recorded in Book 2312 at Page 1 or as Instrument No. N/A in the land records in the Chancery Clerks Office of Desoto County, Mississippi (the "Deed of Trust"), which Deed of Trust grants to Beneficiary a lien on certain real and personal property (the "Collateral") as more particularly described in the Deed of Trust, which description is incorporated by reference and made a part of this Modification.

B. The Deed of Trust secures debts or obligations of LAMB CONSTRUCTION AND EQUIPMENT SERVICE, LLC (individually and collectively the "Borrower") to Beneficiary (whether identified therein as secured debts, sums secured, indebtedness, or otherwise) which indebtedness is evidenced, at least in part, by one or more promissory notes or credit agreements held by Beneficiary, as referenced in the Deed of Trust, together with any renewal, modification, extension or refinancing of any such note or credit agreements (collectively the "Note").

C. Borrower has executed an agreement and/or replacement promissory note with an effective date of 02/22/2010 (the "Agreement"), renewing, extending, refinancing and/or modifying the Note, which Note as renewed, extended, refinanced and/or modified: (1) had an outstanding principal balance of \$559,263.31 as of the effective date of the Agreement, (2) bears interest at the ☐ fixed ☒ variable rate specified in the Note and/or Agreement, (3) is payable in accordance with the terms specified in the Note and/or Agreement, with a final payment of all unpaid principal and accrued interest, if not sooner paid, being due and payable in full on the 5th day of March 2011 (the "Maturity Date"), and (4) ☐ (if marked) evidences a line of credit which line of credit, as modified, is in the principal amount of \$.

D. The Beneficiary in the Deed of Trust may be referenced to be The Peoples Bank & Trust Company, in which case it should be noted that Renasant Bank is one and the same entity as The Peoples Bank & Trust Company, having previously changed its corporate name on February 1, 2005.

E. The Debtor and Beneficiary desire to modify the Deed of Trust in order to note of record that the lien of the Deed of Trust continues to secure the Note as renewed, extended, refinanced and/or modified by the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Beneficiary agree as follows:

1. The Deed of Trust is hereby modified: (a) to reflect the renewal, extension, refinancing and/or modification to the Note, as set forth in Paragraph C above, (b) to extend the lien of the Deed of Trust such that the statute of limitations will not begin to run until the Maturity Date of Note, as set forth in Paragraph C above, and (c) to the reflect any additional changes which may be noted in Paragraph 8 below.
2. Except as expressly modified herein, the Deed of Trust, all terms of which are hereby expressly incorporated herein by reference, shall remain unchanged and in full force and effect as originally executed. The lien of Deed of Trust is extended to and shall continue to secure the Note, as renewed, extended, refinanced and/or modified, as well as all interest accruing thereon and all other indebtedness which may be secured by the Deed of Trust under the terms thereof. The Deed of Trust shall also continue to secure any subsequent renewal, extension, refinancing or modification of the Note regardless of whether such renewal, extension, refinancing or modification is evidenced by a further modification or amendment of the Deed of Trust.

3. All modifications to the Deed of Trust stated herein are effective as of the date of execution of this Modification as stated below (the "Effective Date"). This Modification is intended to be a modification only of the Deed of Trust and not a discharge or novation of the Deed of Trust or the indebtedness secured thereby, and is not intended to, and shall not in any manner, impair the lien or affect the validity, scope or priority of the Deed of Trust as security for any and all indebtedness secured thereby whether incurred, advanced or otherwise arising before or after the Effective Date.
4. Consent by the Beneficiary to this Modification does not waive Beneficiary's right to require strict performance of the Deed of Trust as modified herein nor obligate Beneficiary to make any future extensions or modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other indebtedness secured by the Deed of Trust. It is the intention of Beneficiary to retain as liable all parties to the Deed of Trust and all parties, makers, endorsers, guarantors and other accommodation parties to the Note or other indebtedness, unless a party is expressly released by Beneficiary in writing. No such maker, endorser, guarantor or other accommodation party shall be released by virtue of the Agreement or this Modification.
5. Any reference to the principal indebtedness in Paragraphs C above is not intended to limit the indebtedness secured by the Deed of Trust and such stated amounts do not necessarily include any and all of the following indebtedness or obligations which are also secured by the Deed of Trust: (a) interest, collection expenses, attorney fees and other fees and charges made, incurred or accruing under the terms of Note and/or Deed of Trust, (b) advances made under the terms of the Deed of Trust to protect the Collateral and/or to perform any of the covenants contained in the Deed of Trust including, without limitation, advances for preservation, protection, improving, or insuring the Collateral or the priority of the Deed of Trust, or (c) any and all other existing or hereafter incurred or arising indebtedness of any kind or nature which may be secured by the Deed of Trust under the terms thereof. The inclusion of such stated amounts in this Modification shall not limit or impair the validity, scope or priority of the Deed of Trust as security for any and all indebtedness secured thereby whether incurred, advanced or otherwise arising before or after the Effective Date.
6. Debtor warrants that Debtor is lawfully seized of the estate conveyed by the Deed of Trust and has the right to grant, bargain, convey, sell and mortgage the real and/or personal property described in the Deed of Trust.
7. THE CHANCERY CLERK IS AUTHORIZED AND REQUESTED TO NOTE THE RECORDING OF THIS MODIFICATION ON THE MARGIN OF THE DEED OF TRUST.
8. ADDITIONAL TERMS (if any):

WITNESS the signatures of the parties this 22nd day of February 2010.

Debtor:

LAMB CONSTRUCTION AND EQUIPMENT
SERVICE, LLC

Name: CHRIS LAMB, Managing Member

Name: DONNA LAMB, Member

Name: _____

Name: _____

Renasant Bank

By: [Signature]

Name: Carrah Grandi

Title: Branch Mgr/Lending

Address of Debtors:

202 CARRINGTON COURT
HERNANDO, MS 38632

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of _____, within my jurisdiction, the within named _____, who acknowledged that he/she/they executed the above and foregoing instrument.

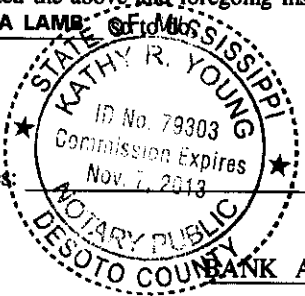
Notary Public

My Commission Expires: _____

CORPORATE, PARTNERSHIP, LIMITED LIABILITY CO, OR ASSOCIATION ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of February, within my jurisdiction, the within named CHRIS LAMB AND DONNA LAMB, who acknowledged that he/she is MANAGING MEMBER & MEMBER of Lamb Construction & Equipment Service, Llc, a Mississippi Limited Liability Co and that for and on behalf of the said Limited Liability Company, and as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said CHRIS LAMB & DONNA LAMB.



Kathy R. Young
Notary Public

My Commission Expires: _____

BANK ACKNOWLEDGMENT

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of February, within my jurisdiction, the within named Carrah Grand, who acknowledged that he/she is Branch Mgr/Lending of Renasant Bank, a Mississippi banking corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.



Kathy R. Young
Notary Public

My Commission Expires: _____